

VII
C-1

**AGENDA ITEM
REQUEST/JUSTIFICATION FORM**

(To be completed by requesting Department)
Forward all requests to Sharon Bourke, LC2 Civic Center
**DEADLINE SUBMITTAL IS 3:00 P.M. WEDNESDAY
BEFORE THE TUESDAY MEETING**

Agenda item: Child & Youth Services

(i.e. Consent/Recognition-Proclamation/Presentation/Public Hearing/Committee, etc.)

Date to be on agenda: June 18, 2014

Exact wording to be used for the agenda: Resolution to approve agreement with the Nebraska Department of Health and Human Services to provide detention services for juveniles committed or placed with DHHS at the Douglas County Youth Center

Action requested: Approval

Amount requested: _____ Object Code: _____

Is item in current year's budget? Yes _____ No _____

Does this item commit funds in future years? Yes _____ No _____

If yes, explain: _____

If an agreement or contract, has the County Attorney reviewed and approved? Yes X No _____

Previous action taken on this item, if any: _____

Recommendations and rationale or action: Approval

Will anyone speak on behalf of this item, if so who? Brad Alexander

If this is a rush agenda item, please explain why: _____

Submitted by (Name & Dept.): Mark Le Flore Ext. 4767

Date submitted: June 11, 2014

List Attachments: Resolution and Contract

(Attach resolution and all pertinent documentation; i.e. contract, agreement, memorandums, etc.)

Certified resolutions can be obtained at the County Clerk's website:
<http://www.douglascountyclerk.org/county-board-records/search-for-resolutions>

Completed by receiving office

Received in Administrative Office: Date 6/11/14 Time _____

BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEBRASKA

WHEREAS, This contract is entered into by and between the Nebraska Department Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "**DHHS**"), to provide detention services for Juveniles committed or placed with DHHS and detained at the Douglas County Youth Center (DCYC); and this contract is for the provision of **DETENTION SERVICES** for juveniles committed to or placed with DHHS (hereinafter "Detainees") at the Douglas County Youth Center (hereinafter "DCYC").

WHEREAS, DHHS will pay Contractor a total amount not to exceed \$300,000 (Three Hundred Thousand dollars for the services specified herein.

WHEREAS, From July 1, 2014 through June 30, 2015, DHHS will pay the Contractor a per diem rate of \$210.56 (Two Hundred Ten Dollars and Fifty-six cents) for each Detainee

NOW THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT the attached agreement between Douglas County and DHHS for detention services from July 1, 2014 to June 30, 2015 is hereby approved.

DATED this 17th day of June 2014

JUVENILE DETENTION SERVICES CONTRACT

BETWEEN THE

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF CHILDREN AND FAMILY SERVICES AND

DOUGLAS COUNTY, NEBRASKA

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **DOUGLAS COUNTY** (hereinafter "Contractor").

PURPOSE. The purpose of this contract is for the provision of **DETENTION SERVICES** for juveniles committed to or placed with DHHS (hereinafter "Detainees") at the Douglas County Youth Center (hereinafter "DCYC").

I. TERM AND TERMINATION

- A. **TERM.** This contract is in effect from July 1, 2014 until June 30, 2015.
- B. **TERMINATION.** This contract may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Thirty (30) days prior to the effective date of termination. DHHS may also terminate this contract in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF CONTRACT." In the event either party terminates this contract, the Contractor shall provide to DHHS all work in progress, work completed, and materials provided to it by DHHS in connection with this contract immediately.

II. CONSIDERATION

- A. **TOTAL PAYMENT.** DHHS shall pay the Contractor a total amount not to exceed \$300,000 (Three Hundred Thousand dollars) for the services specified herein.
1. From July 1, 2014 until and including June 30, 2015, DHHS will pay the Contractor a per diem rate for each Detainee of \$ 210.56 (Two Hundred Ten Dollars and fifty six cents).
- B. **PAYMENT STRUCTURE.** Payment shall be structured as follows:
1. DHHS will pay for the first day of a Detainee's detention but not for the last day of detention.

2. Contractor will submit a monthly billing statement to DHHS for each Detainee discharged during that month, and will submit with each billing statement a copy of the court order or detainer for each Detainee as supporting documentation. Contractor will submit a billing for each discharged juvenile within sixty (60) days of discharge. For purposes of this section, a temporary release to attend court proceedings is not a discharge. Rather, examples of a "discharge" would be a processing of the juvenile for return to the community or placement or detention in another facility.
 3. DHHS will provide with each payment to DCYC a list of the Detainees for whom payment is being made, the service dates for which payment is being made, and the corresponding invoice number(s).
 4. Contractor will be financially responsible for any medical care provided to Detainees on-site at DCYC.
 5. DHHS will be financially responsible for all care provided off-site including but not limited to medical, mental health, dental, orthodontic and vision care including but not limited to treatment, services and medications. DHHS shall pay the service provider directly. If such billings are sent to Contractor, Contractor will forward said billings on to DHHS.
 6. Contractor will be financially responsible for the production and delivery of any required reports.
 7. The parties agree to each designate a contact person for billing issues, to provide the other party with the contact person's name and contact information on or before the date of execution of this contract, and to update that information in writing ten business (10) business days in advance of any change.
 8. In the event that Contractor is overpaid or otherwise receives payments from DHHS in error, Contractor will notify DHHS within the next regular billing cycle after the discovery of such error. Contractor understands that any and all overpayments remain the property of DHHS and that DHHS retains the right to recover any and all amounts overpaid, and to offset overpaid amounts against future payments.
 9. Contractor understands and agrees that no minimum number of referrals for juvenile detention services is guaranteed by DHHS.
- C. Automated Clearing House (ACH) Enrollment Form Requirements for Payment.
The Contractor shall complete and sign the State of Nebraska ACH Enrollment Form and obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the vendor can be made. Download ACH Form:
http://www.das.state.ne.us/accounting/nis/address_book_info.htm

III. SCOPE OF SERVICES

A. The Contractor shall do the following:

1. Provide Detention Services, consistent with the standards contained in Attachment "A", for Detainees in situations including but not limited to:
 - a. DHHS issues a written detainer;
 - b. A court orders a Detainee committed to a Youth Rehabilitation and Treatment Center ("YRTC") until transportation can be arranged.
 - c. An escaped youth is picked up in Omaha;
 - d. A youth out on furlough is picked up and placed in detention; or
 - e. Youths return from Kearney or Geneva to attend a court hearing.
2. Accept and serve all Detainees referred by DHHS who are physically and mentally fit for confinement, as determined by Contractor.
3. Provide food, shelter, personal hygiene items, and recreational activities to Detainees.
4. Provide available medical care to Detainees on-site at DCYC. And obtain off-site care, including but not limited to medical, mental health, dental/orthodontic, or vision care. Contractor is hereby authorized to obtain such care and agrees to notify DHHS of any such care provided or obtained when such notification is required by the terms of this Contract.
5. Complete a written inventory on all Detainees, which will document all personal belongings of the Detainee at the time of admission, and will be dated and signed by Contractor and Detainee and updated as necessary. Upon discharge, Contractor will provide a copy of the inventory to the next placement, the Detainee or the Detainee's parent or guardian, or DHHS Case Manager. Contractor will ensure that all personal belongings of the Detainee are returned to the Detainee, DHHS, or its agent upon discharge, or as soon thereafter as practicable. Contractor will take reasonable steps to ensure the security of all personal belongings owned by Detainees under Contractor's care in order to prevent the theft, damage or destruction beyond normal wear and tear of such belongings.
6. Ensure that all medication belonging to a Detainee is immediately provided to DHHS, its agents or any person or entity identified in a court's release order at the time of Detainee's discharge.

7. Comply with all applicable provisions of the Federal Juvenile Justice and Delinquency Prevention Act and Title 83 of the Nebraska Administrative Rules and Regulations for Nebraska Detention Facilities ("Nebraska Minimum Jail Standards for Juvenile Detention") and as applicable, the Health Insurance Portability and Accountability Act. (HIPAA).
8. Prohibit smoking within DCYC as required by Public Law 103-227, also known as the Pro-Children Act of 1994.
9. During regular business hours, provide to the DHHS Case Manager or agent an immediate verbal report of any significant event involving or affecting a Detainee. If the significant event occurs outside of regular business hours Contractor will make a verbal report to the DHHS Child Abuse/Neglect Hotline at 1-800-652-1999.

In addition, upon request by DHHS or its agent, Contractor will provide to the DHHS Case Manager, Supervisor agent or designee a copy of any written investigative report prepared in connection with the event in its possession, within three (3) business days of the completion of the report.

Significant events include, but are not limited to, the following:

- a. Running away or attempting to run away;
 - b. Assault, attempted assault or threats of violence toward other juveniles or Contractor's staff;
 - c. Suicidal attempts or placement on suicide watch;
 - d. Any illness requiring emergency medical care; or
 - e. Minor illness that does not respond to treatment.
10. Upon request by DHHS, provide a complete summary of the Detainee's educational and/or medical information in Contractor's possession, within seven (7) business days of the request.
 11. Conduct background checks on any employees, interns, volunteers, or subcontractors who may have direct unsupervised contact with Detainees. An initial background check will be conducted prior to any unsupervised contact with the Detainees, followed by a background check every two years thereafter. If a background check reveals a conviction for crimes against children, Contractor will not allow that individual to have direct contact with the Detainees.

Background checks must, at a minimum, include:

- a. Nebraska Sex Offender Registry maintained by the Nebraska State Patrol;
- b. Nebraska Child Abuse and Neglect Central Register;
- c. Nebraska Adult Abuse and Neglect Central Register; and
- d. National Crime Information Center (NCIC) Criminal History.

12. Insurance. The Contractor shall maintain the following types of insurance, or a self-insurance program, for the duties performed under this contract:
- a. General liability,
 - b. Workers Compensation, as required by Nebraska Law,
 - c. Automobile, both non-owned and hired car,
 - d. Professional liability, if applicable to the duties performed under this contract,
 - e. Premises and property, and
 - f. Errors and omissions if applicable to duties performed under this contract.

The Contractor shall provide to DHHS within thirty (30) days of execution of this agreement a certificate of insurance for the above mentioned insurance. Notice of cancellation of these insurance policies must be submitted immediately, along with evidence that the Contractor has obtained replacement coverage for the cancelled policy(s) to ensure that there is no break in coverage.

13. Refrain from conducting or arranging for any HIV or AIDS testing of Detainees without the express written consent of DHHS. Contractor understands that such testing is governed by 390 Nebraska Administrative Code 11-002.04 D and agrees to comply with those regulations.
14. Refrain from providing transportation for Detainees, except to obtain off-site care for a Detainee.
15. Refrain from transferring any Detainees to any other facility or placement except as authorized by DHHS or required by court order, except in the case of an emergency, medical or otherwise.
16. The Contractor will determine appropriate placement of the juvenile within the Douglas County Youth Center based upon classification.
17. If Contractor's daily population exceeds one hundred and forty-four (144) or Contractor determines that it cannot accept further juveniles based upon staffing or bed space, DHHS agrees to remove the juvenile within twelve (12) hours of placement. The Contractor shall give immediate phone notification to DHHS of the need to remove a juvenile.
18. Prison Rape Elimination Act. The Contractor will comply with the Prison Rape Elimination Act of 2003 (42 U.S.C. §15601 et seq), as applicable, and with all applicable PREA Juvenile Facility Standards to prevent, detect, monitor, investigate, and eradicate any form of sexual abuse or sexual harassment, if such standards are approved by the State of Nebraska for implementation.

B. Any other services performed or operated by Contractor or its subcontractors not specified herein are not covered by this Contract. Therefore, this Contract does not govern such other services including but not limited to the Home on Monitoring Equipment ("H.O.M.E. Program"). The H.O.M.E. Program will be addressed separately by the Parties.

C. DHHS shall do the following:

1. Share information prior to and during detention about each Detainee, including relevant health and background facts and on-going case information, to plan with Contractor regarding the services to be developed and provided to the Detainee, and to insure safety for the Detainee and others.
2. Provide DCYC with a copy of the "Detainer for Apprehension and Temporary Detention of Juveniles" or Court Order.
3. Ensure that medications and doctors' orders will accompany the Detainee at time of detention when possible.
4. Provide notice when possible to Contractor of plans to remove a Detainee from Contractor's facility.
5. DHHS agrees to abide by the following time lines when responding to requests for billing information by the Contractor:
 - a. Within thirty (30) business days of receiving a billing statement from the Contractor, DHHS shall supply the Contractor with written notice of any dispute of charges and/or request any reports necessary to process the claim(s).
6. Purchase and deliver to DCYC clothing to meet short term needs for Detainees who lack adequate clothing.
7. Comply with all applicable provisions of the Federal Juvenile Justice and Delinquency Prevention Act, and the Nebraska Minimum Jail Standards for Juvenile Detention in the placement of Detainees with Contractor.
8. Pay billings submitted by Contractor in conformity with this Contract.
9. Continue to participate in the Expediting Committee.
10. DHHS reserves the right to remove a Detainee from DCYC immediately when such removal is determined by DHHS to be in the best interest of the Detainee. Reasons for removal include, but are not limited to: Alleged child abuse or neglect, court discharge, significant destruction of the detention facility, or when

Contractor is unable to meet the medical or psychological needs of the Detainee.

IV. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Contractor books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Contractor shall maintain all records for five (5) years from the date of final payment, except that records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. All records shall be maintained in accordance with generally accepted business practices.
2. The Contractor shall provide DHHS any and all written communications received by the Contractor from an auditor related to Contractor's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Contractor agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the Contractor, in which case the Contractor agrees to verify that DHHS has received a copy.
3. The Contractor shall immediately correct any material weakness or condition reported to DHHS in the course of an audit and notify DHHS that the corrections have been made.
4. In addition to, and in no way in limitation of any obligation in this contract, the Contractor shall be liable for audit exceptions, and shall return to DHHS all payments made under this contract for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.
5. The above provisions shall survive termination of the contract.

- B. AMENDMENT. This contract may be modified only by written amendment, executed by both parties. No alteration or variation of the terms and conditions of this contract shall be valid unless made in writing and signed by the parties.

- C. ANTI-DISCRIMINATION. The Contractor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964; the Rehabilitation Act of 1973, Public Law 93-112; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, NEB. REV. STAT. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of contract. The Contractor shall insert this provision in all subcontracts.
- D. ASSIGNMENT. The Contractor shall not assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.
- E. ASSURANCE. If DHHS, in good faith, has reason to believe that the Contractor does not intend to, is unable to, or has refused to perform or continue to perform all material obligations under this contract, DHHS may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this contract.
- F. BREACH OF CONTRACT. DHHS may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. DHHS may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive DHHS's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. DHHS may, at its discretion, contract for any services required to complete this contract and hold the Contractor liable for any excess cost caused by Contractor's default. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
- G. CONFIDENTIALITY. Any and all information gathered in the performance of this contract, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS, provided, that contrary contract provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this contract.
- H. CONFLICTS OF INTEREST. In the performance of this contract, the Contractor shall avoid all conflicts of interest and all appearances of conflicts of interest. The Contractor shall immediately notify DHHS of any such instances encountered so that other arrangements can be made to complete the work.

- I. DATA OWNERSHIP AND COPYRIGHT. All data collected as a result of this project shall be the property of DHHS. The Contractor shall not copyright any of the copyrightable material produced in conjunction with the performance required under this contract without written consent from DHHS. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes. This provision shall survive termination of this contract.
- J. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- K. DOCUMENTS INCORPORATED BY REFERENCE. All references in this contract to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Contractor in discharging its obligations under this contract shall be deemed incorporated by reference and made a part of this contract with the same force and effect as if set forth in full text, herein.
- L. DRUG-FREE WORKPLACE. Contractor certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Contractor shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.
- M. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this contract.
- N. FUNDING AVAILABILITY. DHHS may terminate the contract, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give the Contractor written notice thirty (30) days prior to the effective date of any termination. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

- O. GOVERNING LAW. The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against DHHS or the State of Nebraska regarding this contract shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law. The Contractor shall comply with all Nebraska statutory and regulatory law.
- P. HOLD HARMLESS.
1. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
 2. The above provisions shall survive termination of the contract.
- Q. INDEPENDENT CONTRACTOR. The Contractor is an Independent Contractor and neither it nor any of its employees shall for any purpose be deemed employees of DHHS. The Contractor shall employ and direct such personnel as it requires to perform its obligations under this contract, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this contract.
- R. INVOICES. Invoices for payments submitted by the Contractor shall contain sufficient detail to support payment. Any terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties.
- S. INTEGRATION. This written contract represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this contract.
- T. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Contractor acknowledges that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any contractor who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to individuals, to a corporation if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:

http://www.revenue.ne.gov/tax/current/f_w-4na.pdf or

http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf

U. NEBRASKA TECHNOLOGY ACCESS STANDARDS.

The Contractor shall review the Nebraska Technology Access Standards, found at <http://www.nitc.nebraska.gov/standards/> and ensure that products and/or services provided under the Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the Contract to request that Contract comply with the changed standard at a cost mutually acceptable to the parties.

V. NEW EMPLOYEE WORK ELIGIBILITY STATUS. The Contractor shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

W. PUBLIC COUNSEL. In the event Contractor provides health and human services to individuals on behalf of DHHS under the terms of this contract, Contractor shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this contract. This provision shall not apply to contracts between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act. This provision shall survive termination of the contract.

X. RESEARCH. The Contractor shall not engage in research utilizing the information obtained through the performance of this contract without the express written

consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this contract. This provision shall survive termination of the contract.

- Y. SEVERABILITY. If any term or condition of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this contract did not contain the particular provision held to be invalid.
- Z. SUBCONTRACTORS. The Contractor shall not subcontract any portion of this contract without prior written consent of DHHS. The Contractor shall ensure that all subcontractors comply with all requirements of this contract and applicable federal, state, county and municipal laws, ordinances, rules and regulations.
- AA. TIME IS OF THE ESSENCE. Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

NOTICES. Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this contract shall be sent to the following addresses:

FOR DHHS:

Tony Green, Deputy Director
Office of Juvenile Services
PO Box 95026
301 Centennial Mall South
Lincoln, NE 68509-5026
Ph # (402) 471-8403
Fax # (402) 471-9034

FOR CONTRACTOR:

Brad Alexander, Facility Superintendent
Douglas County Youth Center
1301 South 41st St.
Omaha, NE 68105
Ph # (402) 444-7492
Fax # (402) 444-4252

IN WITNESS THEREOF, the parties have duly executed this contract hereto, and each party acknowledges the receipt of a duly executed copy of this contract with original signatures.

FOR DHHS:

FOR CONTRACTOR:

Kerry T. Winterer,
Chief Executive Officer
Department of Health
and Human Services

Mary Ann Borgeson, Chair
Douglas County Board of Commissioner
1819 Farnam Street
Omaha, Nebraska 68183

DATE: _____

DATE: _____

Approved as to form: _____
Deputy County Attorney

ATTACHMENT A

PROGRAM STANDARDS FOR DETENTION CENTER

SERVICE PROVISION

The Contractor will provide a safe, nurturing environment for juveniles, and will provide structure around basic daily living activities such as personal care, house rules, school, and interaction with peers and adults. Methods of interaction could include redirection, positive reinforcement, and natural and logical consequences.

EDUCATION SERVICES

The juveniles must participate in the detention center school program and the Contractor will work with the home school as appropriate to meet the educational needs of the juveniles.

RECREATION

As specified in the Nebraska Minimum Jail Standards for Juvenile Detention Facilities.

MEDICAL SERVICES

As specified in the Nebraska Minimum Jail Standards for Juvenile Detention Facilities.

PERSONAL NEEDS

The Contractor will provide each juvenile with personal hygiene supplies and limited school supplies. The DHHS Case Manager will assess, in conjunction with the Contractor, the juvenile's clothing needs. Contractor is not required to provide clothing. Contractor may provide institutional clothing.

REPORTING

Upon request, Contractor will provide a summary of a juvenile's educational and/or medical information, which Contractor has in its possession. This will be completed and submitted to DHHS within seven business days of the request.

STAFF QUALIFICATIONS

As specified in the Nebraska Minimum Jail Standards for Juvenile Detention Facilities.

STAFF SUPERVISION

As specified in the Nebraska Minimum Jail Standards for Juvenile Detention Facilities.

DIRECT CARE STAFF/CHILD RATIO

As specified in the Nebraska Minimum Jail Standards for Juvenile Detention Facilities.

STAFF TRAINING

As specified in the Nebraska Minimum Jail Standards for Juvenile Detention Facilities.

SPECIAL NEEDS

When serving juveniles who have disabilities (hearing, visual, physical) or language barriers or both, Contractors will ensure the requirements of the Americans with Disabilities Act (ADA) are

met and provide appropriate reasonable accommodations for juveniles with special needs. Meeting the needs of juveniles with special needs is a shared responsibility for problem-solving between the Contractor and DHHS.